

RECEIVED
2013 JUL 25 PM 1:11
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

Original Title Page

GLOVIS/"K" LINE SPACE CHARTER AGREEMENT

A Space Charter Agreement

FMC Agreement No.: 012214

Expiration Date: Not Applicable

Effective Date:



REC'D
FED MARITIME COMM
BUR OF ECON & AGT ANAL

JUL 29 AM 8:49

RECEIVED

FMC Agreement No.: 012214-001 Effective Date: Thursday, July 1, 2021

Downloaded from WWW.FMC.GOV on Friday, September 3, 2021

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1 - Full Name of Agreement.....	2
2 - Purpose of Agreement.....	2
3 - Parties to the Agreement	2
4 - Geographic Scope of the Agreement.....	3
5 -Overview of Agreement Authority	3
6 - Officials of the Agreement and Delegations of Authority	5
7 - Membership, Withdrawal and Expulsion	5
8 - Voting	5
9 - Duration and Termination of the Agreement	9
10 - Applicable Law and Dispute Resolution	6
11 - Non-Assignment	6
Signature Page	8



ARTICLE 1: FULL NAME OF AGREEMENT

The full name of this Agreement is the GLOVIS/"K" LINE SPACE CHARTER AGREEMENT ("the Agreement").

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize GLOVIS and "K" Line to cross-charter space on their vessels in the trades defined in Article 4 of this Agreement and to authorize the Parties to Agree on cooperative working arrangements in connection therewith.

ARTICLE 3: PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

(1) Hyundai Glovis Co., Ltd.
83-21, Wangsimni-ro
Sungdong-gu
Seoul
Korea
(hereafter "GLOVIS")

(2) Kawasaki Kisen Kaisha, Ltd.
14th Floor, Iino Building, 1-1 Uchisaiwaicho 2- Chome
Chiyoda-ku Tokyo, 100-8540 Japan

(hereafter "'K" Line")

(GLOVIS and "K" Line each may be individually referred to as a "Party" and collectively as the "Parties")

GLOVIS/"K" LINE

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The scope of this Agreement is space chartering involving transportation of vehicles between ports in South Korea and ports on the West/East Coast of the United States. The foregoing geographic scope referred to in this Agreement as the "Trade".

ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY

5.1 Under this Agreement, the parties may charter space up to the full reach of any vessel, on vessels owned, chartered, or managed by either of the parties, on such terms and conditions as the Parties may agree. To facilitate efficient operations under this Agreement, the Parties may discuss and agree upon: the capacity and features of the vessels; the schedule and selection of ports of loading and discharge; space requirements and the availability of space in vessels owned, chartered, or managed by the parties; the place and timing of the provisions of space; procedures for booking space, for documentation, for special cargo handling instructions or requirements; and for any other administrative matters relating to chartering and operations under this Agreement.

5.2 Compensation for any space chartered pursuant to this Agreement shall be upon such terms and at such hire as the Parties may from time to time agree. Billing and payment terms and conditions shall also be as agreed between the Parties from time to time.



5.3 GLOVIS and "K" Line operate vessels in the Trade on which space may be chartered by GLOVIS and "K" Line under this Agreement. The parties agree to deploy vessels between the ports of Ulsan and/or Pyeongtaek and/or Mokpo and/or Kwangyang, and/or Kunsan and/or Busan South Korea and the ports of Tacoma, Washington and/or Portland, Oregon and/or Richmond, California and/or Port Hueneme, California and/or San Diego, California on the United States West Coast and/or Jacksonville, Florida and/or Brunswick, Georgia and/or Baltimore, Maryland and/or Philadelphia, Pennsylvania on the United States East Coast.

5.4 Either party may act as the Agent of the other in the Trade covered by this Agreement with respect to cargo claims and General Average, upon such conditions as they may from time to time agree.

5.5 Parties may discuss and agree upon the terminal(s) to be called by the vessels operated hereunder as well as the stevedore(s) that will service such vessels, and/or the volume of cargo to be handled by such terminals or stevedores. In furtherance of the foregoing, the Parties are authorized to discuss, exchange information, and/or coordinate negotiations with marine terminal operators or stevedores relating to operational matters such as port schedules and berthing windows; availability of port facilities, equipment and services; contract duration; adequacy of throughput; and the procedures of the interchange of operational data in a legally compliant matter. Notwithstanding the foregoing, the Parties shall have no authority to jointly contract with terminals or stevedores under this Agreement.

5.6 The Parties are authorized to exchange information on any matter within the scope of this Agreement and to reach agreement on any and all administrative and operational functions related hereto including, but not limited to, forecasting, terminal operations, stowage planning, insurance, liability, cargo claims, indemnities, the terms of their respective bills of lading, failure to perform and force majeure.

5.7 Pursuant to 46 CFR §535.407, any further agreement or cooperation beyond what is authorized herein cannot go into effect unless filed and effective under the Shipping Act of 1984, as amended.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF
AUTHORITY

The following shall have authority to file this Agreement and any modification hereto:

- (a) any authorized officer or official of each Party;
- (b) legal counsel for each Party.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

Either Party hereto may terminate this Agreement as provided in Article 9 below.

ARTICLE 8: VOTING

All actions taken pursuant to this Agreement shall require unanimous agreement of the parties.

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

This Agreement, as amended, shall take effect on the date it becomes effective under the Shipping Act of 1984, as amended, and shall remain in effect for an initial period of twelve (12) months; thereafter, this Agreement shall automatically renew for additional twelve (12) month periods (the "Term") until :



- (a) It is terminated by mutual agreement of the Parties, or
- (b) One of the Parties gives the other Party not less than sixty (60) days' written notice of resignation from the Agreement, which notice may be given at any time.
- (c) All obligations incurred prior to effective date of termination or in connection with voyages begun prior to effective date of termination shall remain in effect.

ARTICLE 10: APPLICABLE LAW AND DISPUTE RESOLUTION

The Parties agree that any and all disputes arising out of or in connection with this Space Charter Agreement, and failing an amicable settlement between the Parties, will be referred to arbitration in New York. The arbitration shall be conducted in accordance with the Rules of the New York Society of Maritime Arbitrators. Each Party shall appoint an arbitrator, who shall agree on a third arbitrator as chairman. The costs and expenses of the arbitration (including reasonable attorneys' fees and costs) shall be borne by the non-prevailing Party unless the arbitration panel otherwise determines. The decision of the arbitrators shall be final, binding and not subject to further review.

The Parties agree that this Space Charter Agreement shall be construed and interpreted under, and the validity of this Space Charter Agreement and each provision and part thereof shall in all respects be governed by, the laws of United States.

ARTICLE 11: NON-ASSIGNABILITY

Neither Party may assign its rights and obligations hereunder to any other person.



SIGNATURE PAGE

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives as of this 28th day of June, 2021.

KAWASAKI KISEN KAISHA, LTD.
FMC Carrier Number: 001466

By: 

Name: Tsuyoshi Ono

Title: Senior Vice President, "K"Line America, Inc. as agent for
Kawasaki Kisen Kaisha, Ltd.

HYUNDAI GLOVIS CO., LTD.
FMC Carrier Number: 023338

By: 

Name: JAEWON CHOI

Title: Deputy General Manager